

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

March 17, 2014

6:30 Caucus

7:00 – Reg. Meet.

PRESENTATION:

FINANCE: Mr. Bennett

Ordinance C-07-14 Authorize the Purchase of 4126 Haughn Road and Appropriate \$360,000.00 from the General Fund for said purchase and related expenses. Second reading and public hearing.

SAFETY: Mr. Davis

Resolution CR-12-14 Waive the Provisions of Section 529.07(b)3 of the Codified Ordinances for the Wine and Arts Festival on June 14, 2014 in the Town Center.

LANDS: Ms. Klemack-McGraw

Ordinance C-09-14 Accept the Annexation of 0.505+ acres located at 2375 White Road to the City of Grove City. First reading.

Ordinance C-10-14 Approve a Special Use Permit for Automotive Services for Block S. Corp located at 3188 Broadway. First reading.

Ordinance C-11-14 Approve a Special Use Permit for Outdoor Sales for Once Upon A Child located at 2221 Stringtown Road. First reading.

Resolution CR-13-14 Approve the Development Plan for Byers Chevrolet located North of Meadow Pond Court and West of North Meadows Drive.

Resolution CR-14-14 Name the Park located on Demorest Road as “Breck Community Park”.

Resolution CR-15-14 Endorse the General Principles of the “Beulah Park Conceptual Frame Work 2013” prepared by the Grove City Administration.

ON FILE: Minutes of March 03 Council Meeting March 04 Planning Commission

Date: 02/24/14
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-07-14
1st Reading: 03/03/14
Public Notice: 03/06/14
2nd Reading: 03/17/14
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-07-14

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 4126 HAUGHN ROAD AND APPROPRIATE \$360,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the property located at 4126 Haughn Road, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000780-00; and

WHEREAS, the Property is also known as the A.G. Grant Homestead and was built around 1840; and

WHEREAS, the Property was listed on the United States National Register of Historic Places in 1998; and

WHEREAS, this purchase will enable the City to preserve the historical nature of the Property;

WHEREAS, the Property is approximately 1.873 acres and is currently zoned for multi-family housing; and

WHEREAS, the City recently had the Property appraised at \$400,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Council hereby authorizes the purchase of the property located at 4126 Haughn Road as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated \$360,000.00 from the unappropriated monies of the General Fund to account #100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-07-14

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of January, 2014 (the "Effective Date"), by and between **RUTH V. JIVIDEN** ("Seller"), an unmarried individual, whose address is 4124 Haughn Road, Grove City, Ohio 43123, and **THE CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

WHEREAS, Seller is the owner of a certain tract of improved real property located at 4124 Haughn Road, Grove City, Ohio, 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000780-00, containing approximately 1.804 acres and being legally described on Exhibit "A", attached hereto and made a part hereof (said real property, together with all improvements, appurtenances and hereditaments thereto, shall be referred to as the "Property").

WHEREAS, the Seller and Buyer are interested in preserving the historical building and other features on the Property; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

ARTICLE I PURCHASE AND SALE OF REAL PROPERTY

1.01 Agreement. On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

ARTICLE II PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be Three Hundred and Fifty Thousand Dollars (\$350,000.00), payable to Seller and deposited into an escrow account at Closing, by cashier's check or wire transfer, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein. The Purchase Price includes the cost of the real property and fixtures.

The Purchase Price shall be paid into an escrow account, established by mutual agreement of the Parties, and Seller and/or agent may only withdraw the funds from the escrow account to be used to pay for medical expenses, nursing and/or home care, and any costs associated with assisted living.

The Purchase Price shall be available and accessible in the escrow account to Seller during her lifetime solely for the purposes set forth herein. In the event that Seller dies prior to expending all of the funds in the escrow account, the remaining funds shall be distributed as follows: Two Hundred Thousand Dollars (\$200,000.00) shall be divided equally between Four (4) charities and the remaining funds shall be returned to the Buyer. If the funds remaining at the time of Seller's death are below Two Hundred Thousand Dollars (\$200,000.00) an equal prorated amount shall be gifted to the Four (4) charities determined herein, which include St. John's Evangelical Lutheran Church, Grove City, Ohio, Children's Hospital, Columbus, Ohio, St. Jude Children's Research Hospital Memphis Tennessee, and Pilot Dogs, Inc. of Columbus, Ohio.

In addition to the Purchase Price, Buyer shall be responsible for paying the Seller's attorney fees, up to a maximum of Ten Thousand Dollars (\$10,000.00), relating to the purchase of the Property, including prior negotiations beginning July 21, 2009. Payment of the Seller's attorney fees shall be done at closing. Following closing of the Property, Buyer shall have no further responsibility regarding Seller's attorney fees.

The Parties acknowledge and agree that nothing in this Agreement shall be construed to create a relationship between Buyer and Seller with regard to her care and expenses, including but not limited to medical expenses, nursing and/or home care, and any costs associated with assisted living. Other than the payment of the Purchase Price into the escrow account, the Buyer shall have absolutely no responsibility whatsoever to provide care or financial assistance to Seller during her lifetime for any reason whatsoever.

Seller shall also provide Buyer a list of items that will be donated to the City.

The Seller is requesting that a plaque be placed on the property that will recognize the home as "The Grant-Sawyer Home".

ARTICLE III CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction or waiver of the contingencies set forth in Section 3.02 below (the "Contingencies"), on or before the Closing Date, as hereinafter defined.

3.02 Contingencies. The Contingencies are as follows:

- (a) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Property, or the cancellation of any and all easements encumbering the Property, which may be necessary or desirable for Buyer's proposed use and development of the Property;
- (b) Buyer shall satisfy itself, in its sole discretion, as to the environmental condition of the Property; and

- (c) Buyer shall obtain the approval of the City Council of the City of Grove City regarding the terms of this Agreement and the transaction contemplated hereby.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the Closing Date, Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder.

ARTICLE IV SUBMISSION MATERIALS

4.01 Seller's Cooperation. Seller shall, within five (5) days after the Effective Date, submit to Buyer the following information and/or materials for use by Buyer in preparation for the purchase of the Property, if available and in Seller's possession:

- (a) A copy of prior surveys, environmental assessments, title policies, structural and engineering reports, construction drawings and similar types of records concerning the Property;
- (b) Appraisals or market studies obtained by Seller for the Property in the last two (2) years;
- (c) The most recent real estate tax bill; and
- (d) All agreements relating to the Property, including any leases, executory contracts, purchase options or rights of first refusal or tax abatement or similar arrangements.

Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

All materials provided to Buyer pursuant to this Article IV shall be deemed confidential. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand.

ARTICLE V EVIDENCE OF TITLE

5.01 Title Commitment. Within ten (10) days after the Effective Date, Buyer shall obtain, pay for, and provide to Buyer an ALTA Commitment for Title Insurance (1966) (the "Title Commitment") issued by Stewart Title Company, through its agent, Julie Ross (the "Title Insurance Company"), certified to at least the Effective Date of this Agreement, in the full amount of the purchase price, showing in Seller good and marketable title to the Property, free and clear of the

standard printed exceptions contained in Schedule B of said commitment and final policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's intended use of the Property;
- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's intended use of the Property.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

5.02 Endorsement at Closing. At the Closing, Buyer shall be permitted to obtain endorsements to the Title Commitment updating it and showing no change in the state of the title to the Property. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for in accordance with the terms of Section 9.01.

5.03 Survey. Buyer may, at its sole cost and expense, obtain a current ALTA survey of the Property, prepared by a surveyor registered in the State of Ohio (the "Survey"). The Survey shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the Title Insurance Company. Subject to the approval of the Title Insurance Company, the legal description set forth on the Survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. The Survey shall be sufficient to waive or insure over any and all questions or survey. The Survey shall show: (a) the Property is not subject to any discrepancies, conflicts in boundaries, shortages in area, nor subject to any encroachments of any kind; (b) total acreage of the Property, all perimeter lines, all easements and rights-of-way (whether underground, surface or other and whether recorded or observable by physical inspection) for access, travel, transmission of energy or for drainage purposes; and (c) all roads or highways abutting the Property or providing access thereto, and all adjacent landowners.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey furnished hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown

by the Survey (the foregoing collectively referred to as "Defects"), Buyer shall, within ten (10) days after Buyer's receipt of the Survey and the Title Commitment, notify Seller thereof and Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to cure or remove any such Defects. If Seller is unable to cure or remove the Defects within said thirty (30) day period, Seller shall immediately give notice thereof and Buyer shall have ten (10) days after receipt of such notice within which to make its election to either (a) to accept title to the Property subject to such Defects; or (b) withdraw from this transaction and terminate this Agreement, in which event both parties shall be released from liability hereunder.

ARTICLE VI DEED AND OTHER DOCUMENTS

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to, a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession, any documents reasonably requested by the Title Insurance Company, and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article X hereof.

ARTICLE VII CLOSING

7.01 Closing Date. The purchase and sale of the Property shall be closed (the "Closing") within thirty (30) days after the later to occur of (i) the Effective Date or (ii) the date on which Seller cures or Buyer waives any and all Defects pursuant to Section 5.04, if any (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

ARTICLE VIII CHARACTER OF THE PROPERTY

8.01 Possession. Seller shall be entitled to remain in possession of the Property during her lifetime after the Closing Date (the "Lease Period"), provided that Seller has executed the Lease Agreement, attached hereto as Exhibit "B" and hereby made a part hereof, on or before the Closing Date. Seller's occupation of the Property during the Lease Period shall be in accordance with the terms of the Lease Agreement.

ARTICLE IX APPORTIONMENTS AND ADJUSTMENTS

9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. Buyer shall be responsible for the real estate taxes due and payable for tax year 2013. Seller warrants and represents that no real estate taxes are delinquent and/or outstanding prior to tax year 2013. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay the following:

(i) The cost of all municipal services and public utility charges (if any) due through the Closing Date; and

(c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

(i) The recording fees and any transfer and/or conveyance fees required for the purchase of the Property or for recording the General Warranty Deed;

(ii) Any costs incurred pursuant to Article 5 hereof; and

(iii) The fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Seller and Buyer hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent in regard to this Agreement. Seller and Buyer hereby agree to indemnify and hold the other harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which either shall incur or be threatened with because of any claim of any broker or agent claiming through Seller or Buyer, whether or not meritorious, for any such fee or commission.

ARTICLE X WARRANTIES AND REPRESENTATIONS OF SELLER

10.01 Warranties and Representation. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (c) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (e) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;
- (f) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property; and
- (g) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Article X shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements

delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

10.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have the right to terminate this Agreement.

ARTICLE XI RESTRICTIONS

11.01 Seller shall place restrictions in the deed to be used to convey the Property to Buyer. Said deed restrictions shall read as follows:

Grantee, its successors and assigns, in consideration of the execution and delivery of this deed, hereby covenants and agrees with and for the benefit of the Grantor, her heirs, devisees, successors and assigns, to hold said premises hereby conveyed, upon the following terms:

- (a) Said premises shall be used solely and exclusively for a Grove City Historical Landmark (Historical Museum and/or educational center); and
- (b) The premises, for a period of One Hundred (100) years, shall not be used for recreation or residential purposes, including single family home(s) or multi-family units; and
 - (i) The restriction in Section 11.01(b) shall not preclude a caretaker from residing on the premises.
- (ii) The premises shall not be used for organized sports of any kind; and
- (iii) The herein enumerated covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall be binding in the Grantee and all persons claiming under it.

11.02 The City will have the ability to restore the premises and the structures to its original condition, to the extent possible considering safety concerns and financial implications, and maintain the site to that period.

ARTICLE XII NOTICES

12.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as set forth on the first page of this Agreement. Copies of notices to Buyer shall be simultaneously provided to:

Buyer - City of Grove City:

Charles W. Boso, Jr.
City Administrator
4035 Broadway
Grove City, Ohio 43123

With a copy to:

Stephen J. Smith
Law Director
One Columbus, Suite 2300
10 West Broad Street
Columbus, Ohio 43215-3484

Seller - Ruth V. Jividen

4124 Haughn Road
Grove City, Ohio 43123

With a copy to:

Thomas R. Clark, Esq.
3083 Columbus Street
Grove City, OH 43123

ARTICLE XIII GENERAL PROVISIONS

13.01 Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

13.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects.

13.04 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

13.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

13.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

13.08 Memorandum. Upon request of either party hereto, Buyer and Seller shall execute a recordable memorandum of the terms hereof, which memorandum may be placed of record in any public office within the county wherein the Property is situated.

13.09 Confidentiality. Buyer and Seller covenant to not disclose any part of this Agreement to anyone other than their attorneys, brokers, consultants, accountants, employees, lenders or others who have a reasonable need to know of its content.

(Rest of Page Left Intentionally Blank, Signature Page to Follow)

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

SELLER:

Ruth V. Jividen / Ruth V. Jividen POA
Ruth V. Jividen

BUYER:

The City of Grove City, Ohio
an Ohio municipal corporation

By: _____
Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Michael Turner, Director of Finance

Date

C-07-14

Property Report

Generated on 02/25/14 at 09:27:20 AM

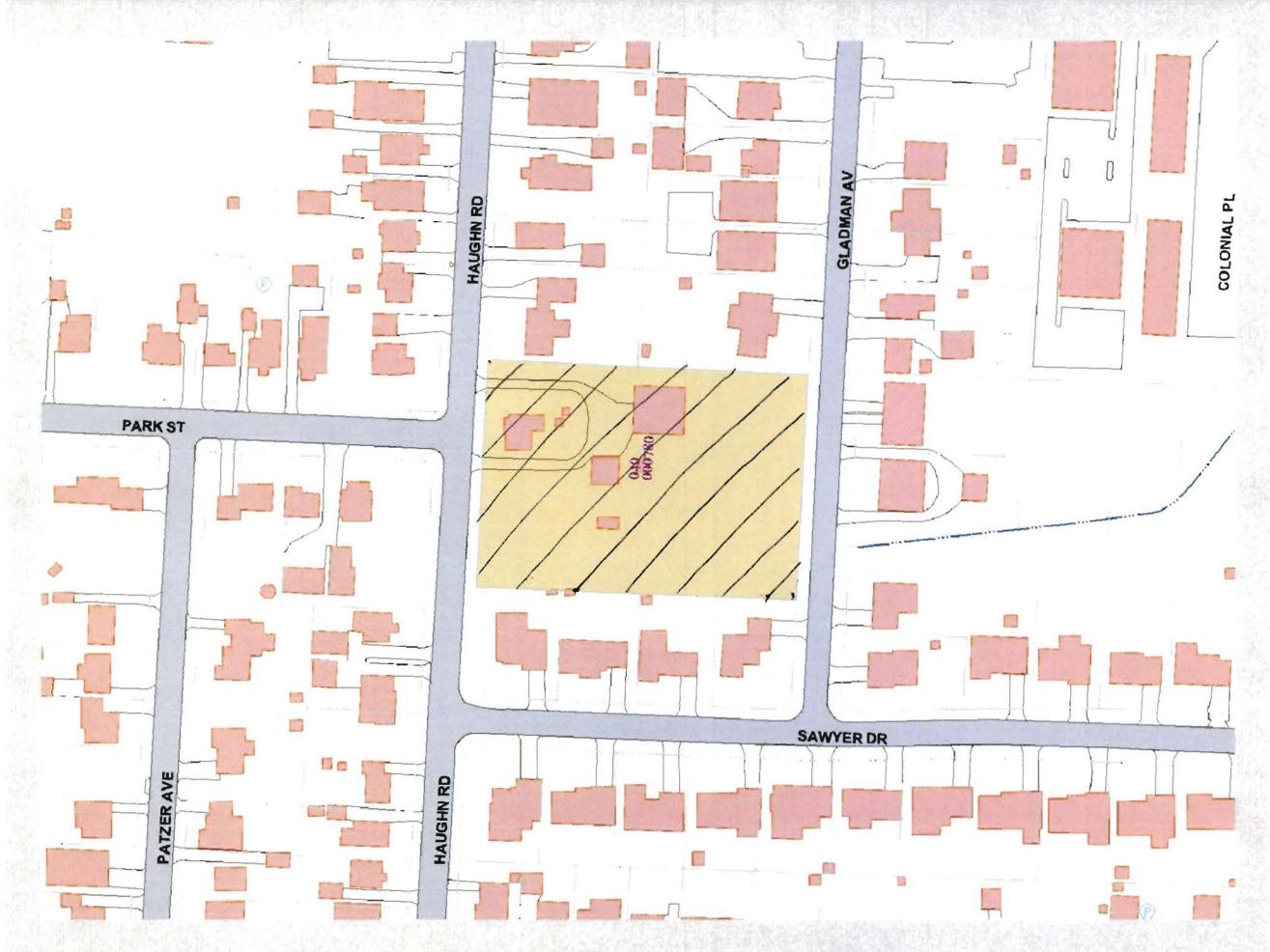
Parcel ID
040-000780-00

Map Routing No
040-M086HH -014-00

Card No
1

Location
4126 HAUGHN RD

GIS



Disclaimer

This drawing is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibilities for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

Date: 03/12/14
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Boso
Approved:
Emergency: 30 Days:
Current Expense:

No.: CR-12-14
1st Reading: 03/17/14
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-12-14

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE WINE & ARTS FESTIVAL ON JUNE 14, 2014 IN THE TOWN CENTER

WHEREAS, the 2014 Wine & Arts Festival will be held on the streets of Town Center on June 14, 2014; and

WHEREAS, Grove City Town Center, Inc. wish to have tastings and sell wine during this event; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2014 Wine & Arts Festival on the streets of Town Center on June 14, 2014.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of wine shall be from 11:00 a.m. – 9:30 p.m.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:

Effective:

Attest:

I Certify that this resolution is correct as to form

Date: 03/12/14
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Co. Comm.
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-09-14
1st Reading: 03/17/14
Public Notice: 03/20/14
2nd Reading: 04/07/14
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-09-14

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.505+ ACRES LOCATED AT 2375 WHITE ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.505+ acres, more or less, in Jackson Township was duly filed by Jody A. Hodges; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on January 07, 2014; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on January 16, 2014.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Jody A. Hodges being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on December 3, 2013 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on January 07, 2014, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 6840. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 2. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

RECEIVED

NOV 14 2013

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By BB Date 11/14/13

November 14, 2013

C-09-14
Exhibit A

**PROPOSED ANNEXATION OF 0.505 ACRE
2375 WHITE ROAD**

FROM: JACKSON TOWNSHIP

TO: THE CITY OF GROVE CITY, OHIO

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 6840, and being all of Lot 9 of Bronzeville Estates, a subdivision of record in Plat Book 27, Page 33, last described in a deed to Jody A. Hodges, of record in Instrument Number 200806170092372, all records referenced herein being to those located in the Recorder's Office, Franklin County, Ohio, and being 0.505 acre more particularly described as follows:

Beginning at the southwesterly corner of said Lot 9, at the southeasterly corner of Lot 8 of said Bronzeville Estates, at the northwesterly corner of Lot 3 of Kay Robinson Subdivision, a subdivision of record in Plat Book 70, Page 6, in the westerly line of that 1.037 acre tract of land as described in a deed to Donna J. Corwin, Trustee, of record in Instrument Number 201108090098612, and at an angle point in the existing corporation line of the city of Grove City, as established by Ordinance Number C-129-88, of record in Official Record 13079, Page B-01;

Thence in a northerly direction, leaving said corporation line, a distance of approximately 220 feet, along the westerly line of said Lot 9 and the easterly line of said Lot 8, to the northwesterly corner of said Lot 9, in the southerly right-of-way line of White Road;

Thence in an easterly direction, along the northerly line of said Lot 9 and said southerly right-of-way line, to the northeasterly corner of said Lot 9, being the northwesterly corner of Lot 10 of said Bronzeville Estates;

Thence in a southerly direction, a distance of approximately 220 feet, along the easterly line of said Lot 9 and the westerly line of said Lot 10, to the southeasterly corner of said Lot 9, in the northerly line of said Lot 3 and returning to said existing corporation line;

Thence in a westerly direction, a distance of approximately 100 feet along the southerly line of said Lot 9, the northerly line of said Lot 3 and said existing corporation line, to the place of beginning, containing 0.505 acre of land being all of tax parcel 160-001357.

This description was prepared by Westerville Land Surveying, LLC, based on the best available public records (not based on an actual field survey) in November, 2013.

RECEIVED

DEC 9 2013

Franklin County Planning Department
Franklin County, OH

ANK-EX-2

29-13

by Michael P. Lomano
Michael P. Lomano
Registered Surveyor No. 7711
11-14-13

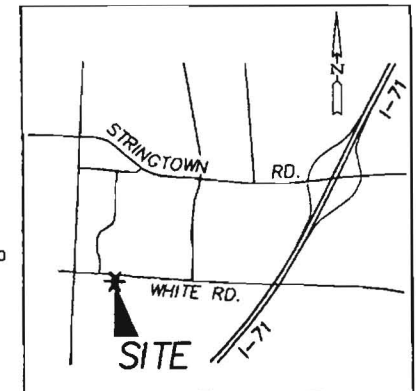
RECEIVED

NOV 14 2013

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

ANNEXATION PLAT
FROM JACKSON TWP. TO THE CITY OF GROVE CITY
V.M.S. 6840
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

LOCATION MAP
(NOT TO SCALE)



LAT 39°52'21"N LON 83°04'01"W

0 10 20 40 60
SCALE: 1"=40'

LEGEND

— x — = EX. CORP. LINE
- - - - - = PROPOSED GROVE CITY CORP. LINE

ADDRESS OF SUBJECT PROPERTY IS 2375 WHITE RD., GROVE CITY, OH 43123.

LOT NUMBERS REFERENCED TO THE PLAT "BRONZEVILLE ESTATES", OF RECORD IN P.B. 27, PG. 33, EXCEPT THOSE INDICATED WITH "*" REFERENCED TO "KAY ROBINSON SUBDIVISION", OF RECORD IN P.B. 70, PG. 6.

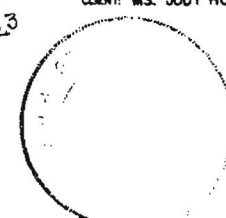
THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 640 FT., OF WHICH 100 FT. IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 15.6% OF PERIMETER CONTIGUITY.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

DATE: 11-14-13
JOB No.: 13-249
CLIENT: MS. JODY HODGES

By *DR* Date 11/14/13



BY *Michael P. Linn*
OHIO PROFESSIONAL SURVEYOR No. 7711

DRAWING PREPARED BY:
WESTERVILLE LAND SURVEYING
90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899-2209

DRAWING NAME: 13249ANDWG

BRYAN A. &
JEANNIE K. BIRT
INS. 200406100134469
LOT 3*

EX. GROVE CITY CORP. LINE
ORD. #C-129-88 O.R. 13079, PG. B-01

JACKSON TWP.

GROVE CITY

JACKSON TWP.

(LOT 8)

0.505 AC.

JODY A. HODGES
INS. 200806170092372
LOT 9
PID 160-001357
2375 WHITE RD.
GROVE CITY, OH 43123

RICHARD A. &
ELLEN E. BARBER, TRS.
INS. 200706050097890
LOT 10

DONNA J. CORWIN, TR.
INS. 201108090098612
1.037 AC.

P.O.B.

WHITE RD.

PROP. ANNEXATION OF *2.59 AC.
OF WHITE RD. RIGHT-OF-WAY
(BY OTHERS)

JACKSON TWP.

JACKSON TWP.

EX. GROVE CITY CORP. LINE
ORD. #C-69-93
O.R. 24125, PG. H-13
GROVE CITY
JACKSON TWP.

MILLIGAN DR.

324*

100*

30'

220*

220*

100*

Date: 03/12/14
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-10-14
1st Reading: 03/17/14
Public Notice: 3/20/14
2nd Reading: 04/07/14
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-10-14

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AUTOMOTIVE SERVICES FOR BLOCK S. CORP LOCATED AT 3188 BROADWAY

WHEREAS, Block S. Corp, applicant, has submitted a request for a Special Use Permit for Automotive Services located at 3188 Broadway; and

WHEREAS, on March 04, 2014, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1f is hereby issued to the Block S. Corp, for Automotive Services, located at 3188 Broadway, as submitted.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 03/12/14
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-11-14
1st Reading: 03/17/14
Public Notice: 3/20/14
2nd Reading: 04/07/14
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-11-14

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SALES FOR ONCE UPON A CHILD LOCATED AT 2221 STRINGTOWN ROAD

WHEREAS, Once Upon A Child, applicant, has submitted a request for a Special Use Permit for Outdoor Sales located at 2221 Stringtown Road; and

WHEREAS, on March 04, 2014, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, contingent upon the applicants letter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1 is hereby issued to Once Upon A Child, for Outdoor Sales, located at 2221 Stringtown Road, contingent upon the Applicants letter attached hereto and made a part hereof.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

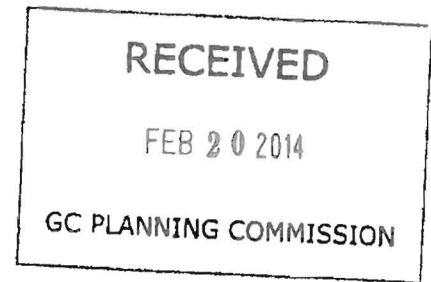
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law



6215 Enterprise Ct.
Dublin, OH 43016
Tel: 614-791-0000
Fax: 614-761-8588
www.YOUSAVER.com



C-11-14
Attachment A

February 21, 2014

Planning Commission
The City of Grove City
4035 Broadway
Grove City, OH 43123

Application Control Number #201401280002

Below are OUAC Inc. responses addressing comments and suggestions by various departments in the Grove City development group regarding application for our companies request for a special use permit.

Development Department (Kim Shields)

- 1) A site plan is submitted with this response showing specific location proposed for the outdoor merchandise, clearly defining proposed merchandise area as well as pedestrian area. Based on submitted plan, pedestrian movement will not be impaired along the exterior storefront.
- 2) No indoor items such as bedding, indoor furniture or clothing will be placed outside. It will be limited to two types of merchandise; bikes and strollers.
- 3) Request that the displayed merchandise be displayed outside on a permanent basis year round.
- 4) No signage will be displayed on the outdoor merchandise.
- 5) There will be no seasonal change in the display.

Building Division (Laura Scott)

- 6) A site plan is submitted with this response defining area to be used for outdoor items. We request permission to display only bikes and Strollers.
- 7) The use of bike holders will control the safety for the area. All strollers will be stationary with the use of the brakes. Additionally locked roping will be used on both the bikes and strollers to ensure additional safety. Regular monitoring by the city would not be necessary due to the steps taken by our company to ensure there are no safety hazards/concerns.



6215 Enterprise Ct.
Dublin, OH 43016
Tel: 614-791-0000
Fax: 614-761-8588
www.YOUSAFF.com

- 8) Additionally all store personnel will be fully trained on how and where to display the merchandise. Additionally store personnel will be required to monitor the outdoor merchandise on a regular basis throughout the day to ensure not only the safety measures are in place but also to ensure aesthetically the area is kept neat and appealing to the eye. With the use of brakes on all strollers and bike racks as well as locked roping we will eliminate the safety issue. No play equipment, indoor or outdoor furniture will be displayed.

Thank you for the opportunity to respond to your concerns, comments and suggestions. Please feel free to contact me or my representative listed below prior to the scheduled application meeting if more information is required.

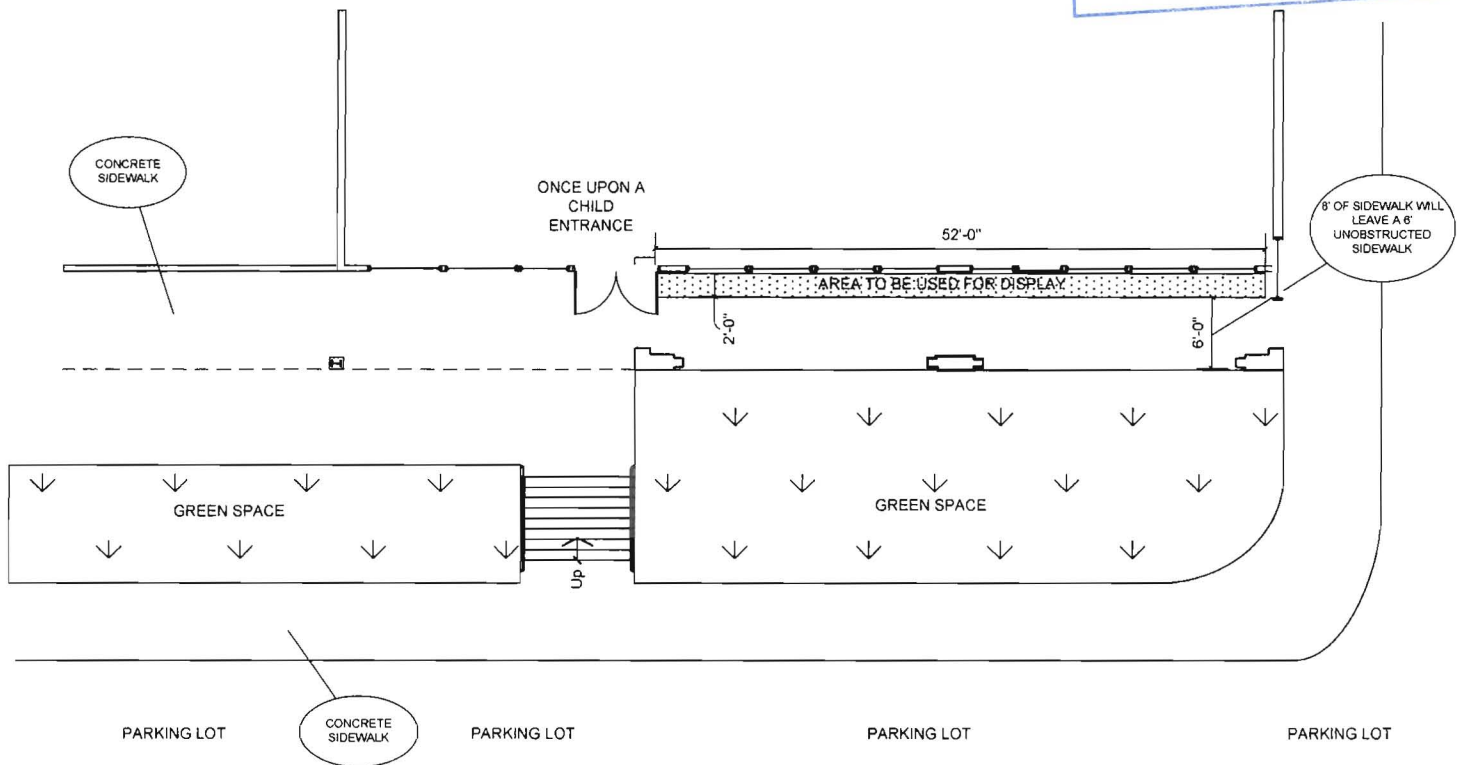
Sincerely,

Andrew Scholl
Operations Specialist
614-874-0446
ascholl@ouac1.com

Susan Riley
Director of Operations
614-874-0452
sriley@ouac1.com

PERMIT APPLICATION #201401280002

ONCE UPON A CHILD
2221 STRINGTOWN RD.
GROVE CITY, OH 43123



040-008649-00 05/07/2010

Date: 03/12/14
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-13-14
1st Reading: 03/17/14
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-13-14

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BYERS CHEVROLET LOCATED NORTH OF MEADOW POND COURT AND WEST OF NORTH MEADOWS DRIVE

WHEREAS, on March 4, 2014, the Planning Commission recommended approval of the Development Plan for Byers Chevrolet, with the following stipulations:

1. The amount of stone on the west elevation shall be increased. Final building elevations shall be approved by the Development Department;
2. Planning Commission supports the deviation from the required parking lot setbacks and landscaping along I-71 and North Meadows Drive;
3. Elevations shall be submitted showing the parapet covers the rooftop mechanicals;
4. Aerators in the pond shall be repaired for operation.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Development Plan for Byers Chevrolet located North of Meadow Pond Court and West of North Meadows Dr., contingent upon the stipulations set by Planning Commission.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

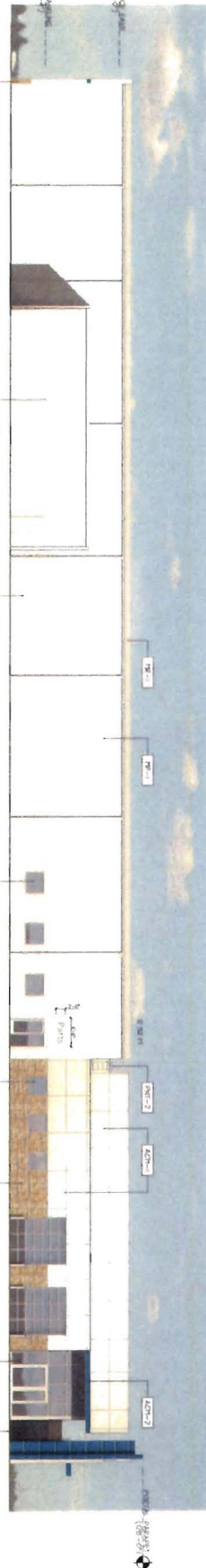
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

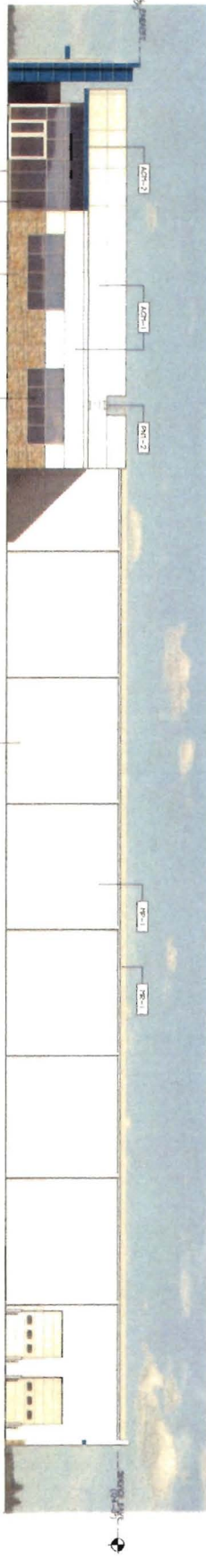
Stephen J. Smith, Director of Law



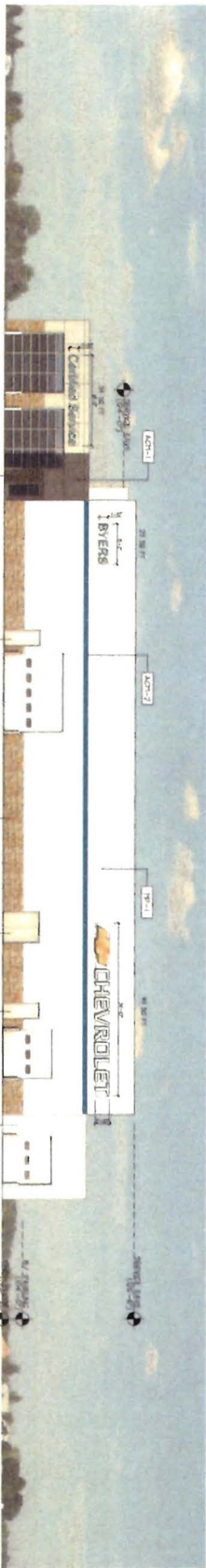
1 WEST ELEVATION



2 NORTH ELEVATION



3 SOUTH ELEVATION



4 EAST ELEVATION

EXTERIOR FINISH SCHEDULE

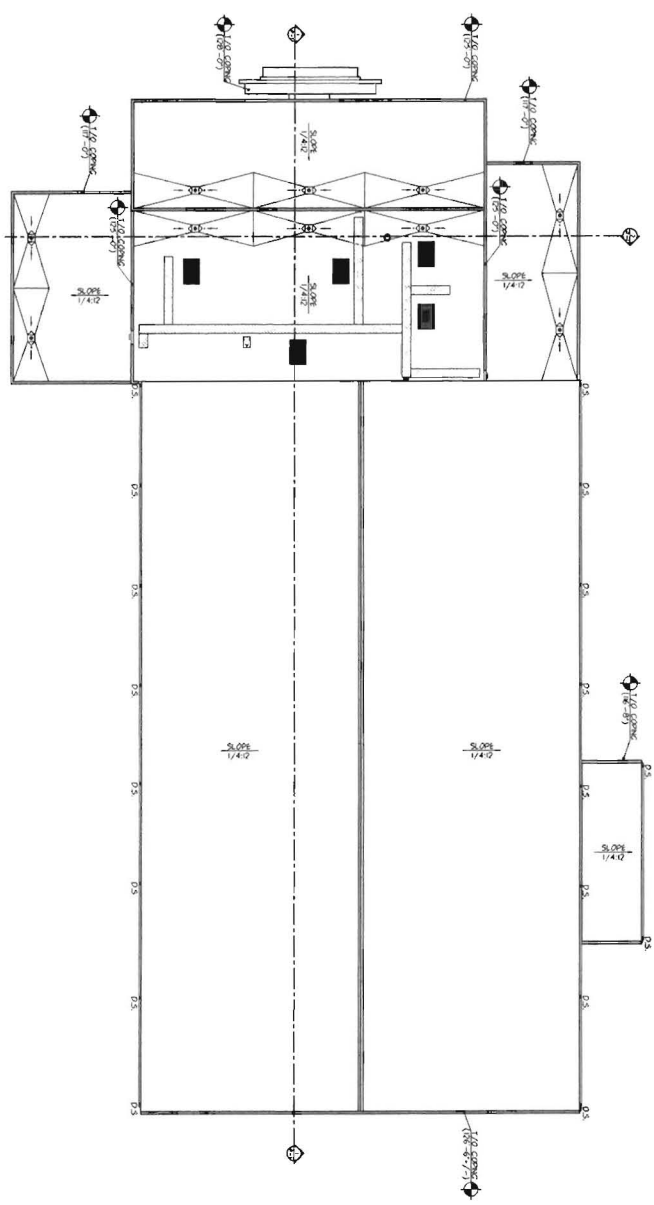
| | | |
|------|-----------|-----------|
| 1.01 | CONCRETE | CONCRETE |
| 1.02 | BRICK | BRICK |
| 1.03 | GLASS | GLASS |
| 1.04 | PAINT | PAINT |
| 1.05 | ROOFING | ROOFING |
| 1.06 | LANDSCAPE | LANDSCAPE |
| 1.07 | LANDSCAPE | LANDSCAPE |
| 1.08 | LANDSCAPE | LANDSCAPE |
| 1.09 | LANDSCAPE | LANDSCAPE |
| 1.10 | LANDSCAPE | LANDSCAPE |
| 1.11 | LANDSCAPE | LANDSCAPE |
| 1.12 | LANDSCAPE | LANDSCAPE |
| 1.13 | LANDSCAPE | LANDSCAPE |
| 1.14 | LANDSCAPE | LANDSCAPE |
| 1.15 | LANDSCAPE | LANDSCAPE |
| 1.16 | LANDSCAPE | LANDSCAPE |
| 1.17 | LANDSCAPE | LANDSCAPE |
| 1.18 | LANDSCAPE | LANDSCAPE |
| 1.19 | LANDSCAPE | LANDSCAPE |
| 1.20 | LANDSCAPE | LANDSCAPE |

GENERAL NOTES

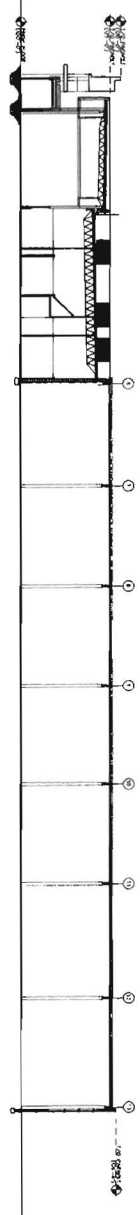
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

Byers Chevrolet of Grove City
5887 NORTH MEADOWS DR. GROVE CITY, OH 43123

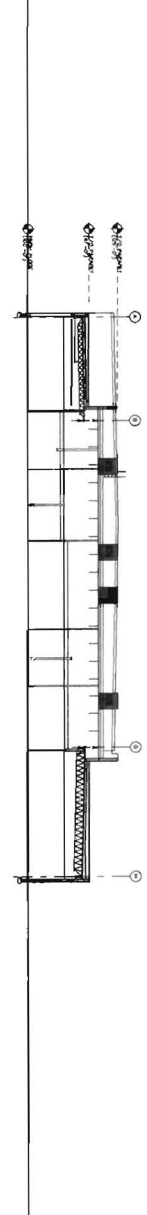
1 ROOF PLAN
SCALE 1/8" = 1'-0"



2 BUILDING SECTION
SCALE 1/8" = 1'-0"



3 BUILDING SECTION
SCALE 1/8" = 1'-0"



Date: 03/11/14
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Berry
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-14-14
1st Reading: 03/17/14
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-14-14

A RESOLUTION TO NAME THE PARK LOCATED ON DEMOREST ROAD AS "BRECK COMMUNITY PARK"

WHEREAS, the City has created a Park on the property owned off Demorest Road; and

WHEREAS, the Park Board recently made the unanimous recommendation to name it "Breck Community Park"; and

WHEREAS, the historical significance of this name exists in William and Elizabeth Breck, who founded Grove City, organized the City and recruited people to live here; and who donated land for Park Street School after Elizabeth's death.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. From this day forward, the City owned property located on Demorest Road shall be known as:

"Breck Community Park"

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

RESOLUTION NO. CR-15-14

A RESOLUTION TO ENDORSE THE GENERAL PRINCIPLES OF THE "BEULAH PARK CONCEPTUAL FRAME WORK 2013" PREPARED BY THE GROVE CITY ADMINISTRATION

WHEREAS; Beulah Park has been an integral part of Grove City for nearly a century; and

WHEREAS, in May, 2014 Beulah Park will close and it is the City's desire to promote development that most complements and upgrades the Historic Town Center and the surrounding neighborhoods; and

WHEREAS, the City Administration prepared and submitted to Council in August, 2013 the "Beulah Park Conceptual Framework 2013" to guide development of Beulah Park; and

WHEREAS, the Conceptual Framework notes, among other attributes, the proximity of Beulah Park to the Historic Town Center which creates a development prospect unmatched in the region; and

WHEREAS, the Conceptual Framework specifies five vital development principles including: integrating historical significance; maintaining a community gathering space; connectivity to surrounding neighborhoods, using quality design elements; and providing a net fiscal benefit.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby accepts the general principles of the "Beulah Park Framework 2013" as a guide for working together with the Administration in developing the following: a Concept Land Use Plan with the goal of maintaining significant civic/open space; provide for the most direct and strongest connectivity to the Historic Town Center, the Central Crossing Campus and surrounding neighborhoods; development standards to attract the highest quality users while discouraging increased semi-truck traffic to the property; and an Implementation Plan that will provide the greatest net fiscal benefit to the City with emphasis on economic growth in the Historic Town Center.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Ted. A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

A.G. Grant Homestead – 4124 Haughn Rd. Grove City Parks and Recreation Department

February 23, 2010

Background:

There are conflicting reports of when the Grant homestead was constructed: the majority of experts agree it was between the period of 1830 and 1840 but some believe it to be before 1830. Either way, the Grant Homestead is the single oldest home in Grove City, Ohio. What makes this property more astounding is the fact that it has been passed down through descendents of A.G. Grant to date. The property has been used for many different purposes over the last 170-plus years including a farm, orchard, dairy, riding academy and community gathering place among many others purposes. The property is currently owned by Ruth Jividen. Grove City received an appraisal on the property from R.F. Berger and Associates October 12, 2009 at \$300,000.

Purpose:

Two community meetings have been held with different community representatives to assess what, if anything, Grove City should do with the property. Individuals present at these two meetings included Ann Reynolds (friend and neighbor), Ben Brace (neighbor & property caretaker), Mark Jividen (relative), Tom Clark (Ruth's attorney), Linda Lewis and Steve Jackson (co-presidents of the Southwest Franklin County Historical Society). Mayor Stage has asked for an idea of how this historic property could be used if the City acquired it.

A long list of ideas have been discussed including: historic preservation, historic education, nature education, bird and animal preserve, education center, conference center, meeting space, technology space, handicap accessible displays/education, event/wedding center, open house for tours and landmark tours among many others. The biggest constraint of this property is that it is in the middle of a well developed and established neighborhood and that it is lacking parking.

Suggested Plan of Action (Phases):

1. Secure ownership of the A.G. Grant Homestead either through a life estate, donation, partial purchase or outright purchase of property.
 - a. In being good stewards of our community's coffers, a donation or life estate would be preferred for obtaining the property.